

JAMES H. JOHNSTON
EXECUTIVE VICE PRESIDENT

University State Bank

1904 Guadalupe • Austin, Texas • (512) 476-9101

RECORDATION NO. 9235 Filed & Recorded

FEB 2 1978 3 55 PM

INTERSTATE COMMERCE COMMISSION
January 4, 1978

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CERTIFICATION UNIT

RECORDATION NO. 9235/B Filed & Recorded

FEB 2 1978 3 55 PM

INTERSTATE COMMERCE COMMISSION

Secretary of Interstate Commerce Commission
Washington, D.C. 20423

Dear Sir:

Enclosed for filing are a Bill of Sale and two certified copies and three originally executed and acknowledged Security Agreements and Collateral Assignments of Management Agreement. The details of each document are as follows:

1. The parties to the Security Agreement and the Collateral Assigned are: Mark T. Ritter and Michael L. Cook, P. O. Box 1148, Austin, Texas 78767; and University State Bank, P. O. Box 1788, Austin, Texas 78767.
2. The parties to the Bill of Sale and Management Agreement (exhibit to the Collateral Assignment) are Mark T. Ritter and Michael L. Cook, P. O. Box 1148, Austin, Texas 78767, and Richmond Leasing Company, 777 South Post Oak Road, Houston, Texas 77056.
3. The equipment in which a security interest is granted to University State Bank in the Security Agreement is described as follows:

Five (5) 23,500 gallon nominal capacity tank cars, DOT 111A100W3, exterior coiled and insulated; 100-ton roller bearing trucks bearing the following numbers: RTMX 12226, RTMX 12227, RTMX 12228, RTMX 12229, and RTMX 12230.

After recording, the originals should be mailed to James H. Johnston, Executive Vice President, University State Bank, P. O. Box 1788, Austin, Texas 78767.

8-032A108

FEB 1 1978

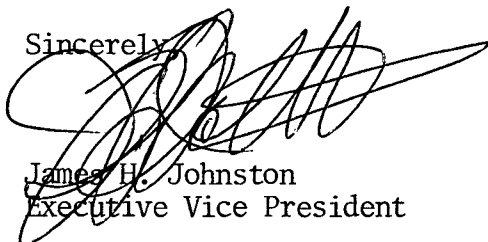
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U.S. DEPARTMENT OF COMMERCE

Secretary of Interstate Commerce Commission
January 4, 1978
Page Two

Also enclosed is our check for the \$150.00 filing fee.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read 'JHJ', is written over the word 'Sincerely,' and the typed name 'James H. Johnston'.

James H. Johnston
Executive Vice President

JHJ:cc
encl

Interstate Commerce Commission
Washington, D.C. 20423

2/13/78

OFFICE OF THE SECRETARY

James H. Johnston
Executive Vice Pres.
University State Bank
1904 Guadalupe P.O.Box 1788
Austin, Texas 78767

Dear

Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), on

2/2/78


at

3:55pm

and assigned recordation number(s)

9235, 9235-A, 9235-B, 9235-C

Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

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INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT

Mark T. Ritter and Michael L. Cook, both residents of Travis County, Texas, hereinafter called "Debtor", and University State Bank, a state banking association in Austin, Travis County, Texas, hereinafter called "Secured Party", agree as follows:

SECTION I. CREATION OF SECURITY INTEREST

Debtor hereby grants to Secured Party a security interest in the Collateral described in Section II of this Security Agreement to secure performance and payment of all obligations and indebtedness of Debtor to Secured Party of whatever kind, whenever or however (whether heretofore or hereafter) created or incurred, including but not limited to the obligations and indebtedness of Debtor to Secured Party described in Section III of this Security Agreement.

SECTION II. COLLATERAL

The collateral of this Security Agreement is inventory or equipment of the following description:

Five (5) 23,500 gallon nominal capacity tank cars, DOT 111A100W3, exterior coiled and insulated; 100-ton roller bearing trucks bearing the following numbers: RTMX 12226, RTMX 12227, RTMX 12228, RTMX 12229, RTMX 12230.

now owned or hereafter acquired by Debtor, and all additions and accessions thereto, and proceeds thereof (hereinafter collectively called the "Collateral"). The inclusion of proceeds in this Security Agreement does not authorize Debtor to sell, dispose of or otherwise use the collateral in any manner not specifically authorized by this Agreement. This is a purchase money security interest and Debtor will use funds to purchase the Collateral or the Secured Party may disburse funds direct to the Seller of the collateral.

SECTION III. PAYMENT OBLIGATIONS OF DEBTOR

(1) Debtor shall pay to Secured Party any sum or sums due or which may become due pursuant to any promissory note or notes now or thereafter executed by Debtor to evidence Debtor's indebtedness to Secured Party, in accordance with the terms of such promissory note or notes and the terms of this Security Agreement, as well as all other indebtedness now due and owing said Secured Party, and any and all indebtedness hereafter to become due and owing said Secured Party, whether evidenced by note, overdraft, endorsement or otherwise, and any and all renewals, rearrangements, or extensions of said indebtedness, including but not limited to that certain promissory note dated January 4, 1978, in the original principal amount of ^{Two Hundred Eight Thousand, Seven Hundred & Twenty-Five Dollars (\$208,725.00)} executed by Debtor and payable to the order of Secured party.

(2) Debtor shall pay to Secured Party on demand all expenses and expenditures, including reasonable attorneys' fees and other legal expenses incurred or paid by Secured Party in exercising or protecting its interest, rights and remedies under this Security Agreement, plus interest thereon at the rate of

(3) Debtor shall pay immediately, without notice, the entire unpaid indebtedness of Debtor to Secured Party whether created or incurred pursuant to this Security Agreement or otherwise, upon Debtor's default under Section V of this Security Agreement.

SECTION IV. DEBTOR'S REPRESENTATIONS, WARRANTIES AND AGREEMENTS

Debtor represents, warrants and agrees that:

(1) All information supplied and statements made by Debtor in any financial credit or accounting statement or application for credit prior to, contemporaneously with or

subsequent to the execution of this Security Agreement are and shall be true, correct, complete, valid and genuine.

(2) No Financing Statement covering the Collateral or its proceeds is on file in any public office; except for the security interest granted in this Security Agreement, there is no lien, security interest or encumbrance in or on the Collateral.

(3) Debtor's address is P. O. Box 1148, Austin, Texas 78767, and Debtor will immediately notify Secured Party in writing of any change of Debtor's address.

(4) The chief place of business of Debtor is the address shown above. Debtor will immediately notify Secured Party in writing of any change in Debtor's chief place of business. If certificates of title are issued or outstanding with respect to any of the Collateral, Debtor will cause the interest of Secured Party to be properly noted thereon.

(5) Until default, Debtor may use the Collateral in any lawful manner not inconsistent with this agreement or with the terms or conditions of any policy of insurance thereon and may also lease the Collateral in the ordinary course of business. Secured Party security interest shall attach to all proceeds of dispositions of the Collateral.

(a) At the request of Secured Party, Debtor will maintain a special bank account with Secured Party over which Secured Party has the sole power of withdrawal. Upon Secured Party's demand, Debtor will deposit upon receipt all checks, drafts, cash, and other payments pursuant to Inventory leased.

At least once a week, Secured Party will apply the whole or part of the funds on deposit in the special account against the principal or interest or both of loans made under this agreement. Secured Party may determine the order and method of such application. Any portion of funds on deposit in the special account which Secured Party elects not to so apply may be paid over by Secured Party to Debtor.

(b) Debtor will at all times keep accurate and complete records of the Collateral and Secured Party may call at Debtor's place of business at intervals, and without hindrance or delay, inspect, audit, check and make extracts from the books, records, journals, orders, receipts, correspondence, and other data relating to the Collateral or to any other transaction between Secured Party and Debtor.

(6) Debtor shall pay prior to delinquency all taxes, charges, liens and assessments against the Collateral, and upon Debtor's failure to do so, Secured Party at its option may pay any of them and shall be the sole judge of the legality or validity thereof and the amount necessary to discharge the same. Such payment shall become part of the indebtedness secured by this agreement and shall be paid to Secured Party by Debtor immediately and without demand, with interest thereon at the rate of ten percent (10%) per annum.

(7) Debtor will have and maintain insurance at all times with respect to all Collateral against risks of fire, theft, and such other risks as Secured Party may require, including extended coverage, and in the case of motor vehicles, including collision coverage. Such insurance policies shall contain such terms, be in a form, for a period and be written

by companies satisfactory to Secured Party. Such insurance policies shall also contain a standard mortgagee's endorsement providing for payment of any loss to Secured Party. All policies of insurance shall provide for ten days written minimum cancellation notice to Secured Party. Debtor shall furnish Secured Party evidence of compliance with the foregoing insurance provisions. Secured Party may act as attorney for the Debtor in obtaining, adjusting, settling and cancelling such insurance and endorsing any drafts drawn by insurers of the Collateral. Secured Party may apply any proceeds of such insurance which may be received by it in payment on account of the obligations secured hereby, whether due or not.

(8) Debtor shall, at his own expense, do, make, procure, execute and deliver all acts, things, writings and assurances as Secured Party may at any time request to protect, assure or enforce its interests, rights and remedies created by, provided in or emanating from this Security Agreement.

(9) Debtor shall not lend, rent, lease or otherwise dispose of the Collateral or any interest therein except as authorized in this Security Agreement or in writing by Secured Party, and Debtor shall keep the Collateral, including the proceeds thereof, free from unpaid charges, including taxes, and from liens, encumbrances and security interests other than that of Secured Party.

(10) Debtor shall sign and execute alone or with Secured Party any Financing Statement or other document or procure any document and pay all connected costs, necessary or reasonable to protect the security interest under this Security Agreement against the rights or interests of third persons.

(11) Debtor shall at all times keep proceeds of the Collateral separate and distinct from other property of Debtor and shall keep accurate and complete records of the Collateral and its proceeds.

(12) Debtor is the owner of the Collateral free and clear of any lien, encumbrance, charge, or interest of any third person whatsoever.

(13) The Collateral will not be misused or abused, wasted or allowed to deteriorate, except for the ordinary wear and tear of its intended primary use, and will not be used in violation of any statute or ordinance.

(14) The collateral will not be sold, transferred or disposed of by Debtor or be subjected to any unpaid charge, including rent and taxes, or to any subsequent interest of a third person created or suffered by Debtor voluntarily or involuntarily, unless Secured Party consents in writing in advance to such sale, transfer, disposition, charge, or subsequent interest.

SECTION V. EVENTS OF DEFAULT

Debtor shall be in default under this Security Agreement upon the happening of any of the following events or conditions (herein called an "Event of Default"):

(1) Debtor's failure to pay when due any indebtedness secured by this Security Agreement, either principal or interest.

(2) Default by Debtor in the punctual performance of any of the obligations, covenants, terms or provisions contained or referred to in this Security Agreement or in any note secured hereby.

(3) Any warranty, representation, or statement contained in this Security Agreement or made or furnished to Secured Party by or on behalf of Debtor in connection with this Security Agreement or to induce Secured Party to make a loan to Debtor proves to have been false in any respect when made or furnished.

(4) Loss, theft, substantial damage, destruction, sale or encumbrance of or to any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon.

(5) Any statement of the financial condition of Debtor or of any guarantor, surety or endorser of any liability of Debtor to Secured Party submitted to Secured Party by Debtor or any such guarantor, surety or endorser proves to be false.

(6) Any guarantor, surety or endorser for Debtor defaults in any obligation or liability to Secured Party.

SECTION VI. SECURED PARTY'S RIGHTS AND REMEDIES

A. Rights Exclusive of Default

(1) This Security Agreement, Secured Party's rights hereunder or the indebtedness hereby secured may be assigned by Secured Party from time to time, and in any such case the Assignee shall be entitled to all of the rights, privileges and remedies granted in this Security Agreement to Secured Party, and Debtor will assert no claims or defenses he may have against Secured Party against the Assignee, except those granted in this Security Agreement.

(2) Secured Party may enter upon Debtor's premises at any reasonable time to inspect Debtor's books and records pertaining to the Collateral, and Debtor shall assist Secured Party in making any such inspection.

(3) Secured Party may execute, sign, endorse, transfer or deliver in the name of Debtor, notes, checks, drafts or other instruments for the payment of money and receipts, certificates of origin, applications for certificates of title or any other documents necessary to evidence, perfect or realize upon the security interest and obligations created by this Security Agreement.

(4) At its option, Secured Party may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the collateral, may pay for insurance

on the collateral and may pay for the maintenance and preservation of the collateral. Debtor agrees to reimburse Secured Party on demand for any payment made, or expense incurred by Secured Party pursuant to the foregoing authorization, plus interest thereon at the rate of ten percent (10%) per annum.

B. Rights in Event of Default

(1) Upon the occurrence of an Event of Default, and at any time thereafter, Secured Party may declare all obligations secured hereby immediately due and payable and shall have the rights and remedies of a Secured Party under the Uniform Commercial Code of Texas, including without limitation thereto, the right to sell, lease or otherwise dispose of any or all of the Collateral and the right to take possession of the Collateral, and for that purpose Secured Party may enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom. Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will send Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or other disposition thereof is to be made. The requirement of sending reasonable notice shall be met if such notice is mailed, postage prepaid, to Debtor at the address designated at the beginning of this Security Agreement at least five days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling or the like shall include Secured Party's reasonable attorneys' fees and legal expenses, plus interest thereon at the rate of ten percent (10%) per annum. Debtor shall remain liable for any deficiency.

(2) Secured Party may remedy any default and may waive any default without waiving the default remedied or without waiving any other prior or subsequent default.

(3) The remedies of Secured Party hereunder are cumulative, and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any of the other remedies of Secured Party.

SECTION VII. ADDITIONAL AGREEMENTS

(1) The term "Debtor" as used in this instrument shall be construed as singular or plural to correspond with the number of persons executing this instrument as Debtor. The pronouns used in this instrument are in the masculine gender, but shall be construed as feminine or neuter as occasion may require. "Secured Party" and "Debtor" as used in this instrument include the heirs, executors or administrators, successors, representatives, receivers, trustees and assigns of those parties.

(2) If more than one person executes this instrument as Debtor, their obligations under this instrument shall be joint and several.

(3) The section headings appearing in this instrument have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this instrument. Terms used in this instrument which are defined in the Texas Uniform Commercial Code are used with the meanings as therein defined.

(4) The law governing this secured transaction shall be that of the State of Texas in force at the date of this instrument.

EXECUTED this 27th day of December, 1977.

D E B T O R

Michael L. Cook

MICHAEL L. COOK

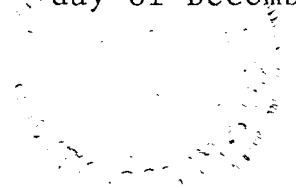
Mark T. Ritter

MARK T. RITTER

THE STATE OF TEXAS I
 I
COUNTY OF TRAVIS I

BEFORE ME, the undersigned authority, on this day personally appeared MICHAEL L. COOK, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

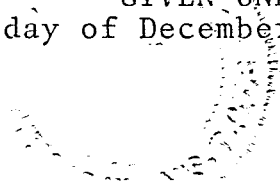
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27th day of December, 1977.


Catherine Cox
Notary Public in and for
Travis County, Texas

THE STATE OF TEXAS I
 I
COUNTY OF TRAVIS I

BEFORE ME, the undersigned authority, on this day personally appeared MARK T. RITTER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27th day of December, 1977.


Catherine Cox
Notary Public in and for
Travis County, Texas

THE STATE OF TEXAS I
 I
COUNTY OF TRAVIS I

BEFORE ME, the undersigned authority, on this day personally appeared _____, of University State Bank, a state banking association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of December, 1977.

Notary Public in and for
Travis County, Texas